



September 14, 2022

## EXHIBIT A

**Samantha H. Baker**  
[samantha@ovblaw.com](mailto:samantha@ovblaw.com)

**Allysa Brown**  
[allysa@ovblaw.com](mailto:allysa@ovblaw.com)

**Joseph Walker (the “Client”)**  
[josephwalker218@yahoo.com](mailto:josephwalker218@yahoo.com)

**RE: Consent to Transfer Pro Bono Client to Private Client**  
*Walker v. City of Milwaukee, et al.; WIED Case No. 20-cv-487*

Dear Joseph,

At your request, this is to confirm that you are providing OVB Law & Consulting, S.C. (the “Firm”) with consent to transfer the current Pro Bono Client representation to a Private Client-Contingency representation with the Firm.

By executing this Consent Agreement, you are agreeing that the Firm is permitted to file with the United States District Court for the Eastern District of Wisconsin, for the case no. 20-cv-487, a request to transfer your representation from a Pro Bono Client to a Private Client-Contingency Client. Once the Court accepts this Consent to Transfer Pro Bono Client to Private Client Agreement, the scope of representation by the Firm will be covered by the enclosed Engagement Letter.

If you need to discuss the terms of this agreement or any related issues, please contact us at your earliest convenience. However, if you agree that the foregoing accurately reflects your understanding, please sign and return the enclosed copy of this agreement.

Very Truly Yours,

**OVB Law & Consulting, S.C.**

/s/

Samantha H. Baker  
*Attorney*

Agreed to and accepted by the Client:

By: *Joseph Walker*  
Joseph Walker

Date: *9-14-22*

839 N. Jefferson St.  
414. 585. 0588 (office)

Suite 502  
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Milwaukee, WI 53202  
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**Allysa Brown**  
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**Joseph Walker (the “Client”)**  
2659 S 15<sup>th</sup> St.  
Milwaukee, WI 53215  
Josephwalker218@yahoo.com

**RE: CONTINGENT FEE AGREEMENT**

*Walker v. City of Milwaukee, et al.*  
WIED Case No. 20-cv-487

Dear Mr. Walker,

Thank you for selecting **OVB Law & Consulting, S.C.** (the “Firm”) to serve as legal counsel as it relates to the above referenced United States District Court for the Eastern District of Wisconsin civil litigation matter. (the “Matter”). By signing this Agreement, you are agreeing to allow us to convert our pro bono representation to a private-client representation. The purpose of this letter is to confirm the nature and terms of our representation of you in the Matter as a private client. If you agree to the set forth terms, please have the enclosed copy of this letter signed in the space provided and returned to the firm.

**1. Nature of Engagement and Scope of Services.**

This Agreement will not take effect, and the Firm will have no obligations to provide legal services, until the Client(s) returns a signed copy of this Agreement.

The Client desires to engage the Firm to provide legal services in the following matter: *Walker v. City of Milwaukee, et al.* The Firm will provide those legal services reasonably required to represent the Client. The Firm will take reasonable steps to keep Client informed of progress and to respond to Client’s inquiries. The Firm will represent Client through trial and post-trial motions. This Agreement does not cover representation on appeal or in collection proceedings after judgment or proceedings regarding renewal of a judgment. A separate written agreement for these services or services in any other matter not described above will be required. The Firm is representing Client only in the matter described above.

**2. Term of Engagement.**

Either you or the firm may terminate the engagement at any time for any reason by written notice, subject on my part to applicable rules of professional conduct. In the event that we terminate the engagement, we will take such steps as are reasonably practicable to protect your interests in the above in matters we have worked with you

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on, I will suggest to you a possible successor, and provide them with whatever papers you have provided to me. It is further agreed upon, that to the extent that either party wishes to terminate the engagement, a 30-day notice shall be given to the other party.

If the attorney-client relationship is terminated before the conclusion of the case for any reason by the client, the attorney may seek payment for the work done and expenses advanced before the termination. Whether the lawyer will receive any payment for the work done before the termination, and the amount of any payment, will depend on the benefit to the client of the services performed by the lawyer as well as the timing and circumstances of the termination. Such payment shall not exceed the lesser of (i) the fair value of the legal services rendered by the lawyer, or (ii) the contingent fee to which the lawyer would have been entitled upon the occurrence of the contingency. This paragraph does not give the lawyer any rights to payment beyond those conferred by existing law.

### **3. Fees and Expenses.**

The Firm has agreed to represent you on **33.33% contingency fee basis** of gross recovery. The Firm will only be compensated for legal services rendered if a recovery is obtained in this case, pre-suit, in suit, or post-suit. If no recovery is obtained, Client will be obligated to pay only for costs, disbursements and expenses, as described below. These percentages shall be applied to the amount of the recovery not including attorney's fees awarded by the court or included in a settlement.

The Client understands that the Firm will incur various costs and expenses in performing legal services under this Agreement. Client agrees to pay for all costs, disbursements and expenses paid or owed by Client in connection to this matter, or which have been advanced by the Firm on Client's behalf and which have not been previously reimbursed to the Firm.

Costs, disbursements and litigation expenses commonly include court fees, jury fees, services of process charges, court and deposition reporters' fees, photocopying and reproduction costs, notary fees, long distance telephone charges, messenger and other delivery fees, deposition costs, travel costs including parking, mileage, hotel costs, investigation expenses, consultant expenses, expert witness fees, professional mediator fees, special master fees and other similar items. Costs and expenses will be charged at the Firm's costs. To aid in the preparation or presentation of Client's case, it may become necessary to hire expert witnesses, consultants or investigators. The Firm will select any expert witnesses, consultants or investigators to be hired, and Client will be informed of persons chosen and their charges.

Client authorizes the Firm to incur reasonable costs and to hire any investigators, consultants or expert witnesses reasonably necessary in the Firm's judgment.

### **4. Approval of Settlement.**

The Firm will not make any settlement or compromises of any nature of any of the Client's claims without Client's prior approval. Client retains the absolute right to

accept or reject any settlement. Client agrees to consider seriously any settlement offer the Firm recommends before making a decision to accept or reject such offer. Client also agrees not to make any settlement or compromise of any nature without prior notice to the Firm.

#### **5. Fee Dispute Resolution.**

If Client disputes the amount of fees or refund, if any, of unearned fees, Client must notify the Firm, in writing, of the dispute within 30 days of the date of the final accounting. Client has the right to demand binding fee arbitration through the State Bar of Wisconsin Fee Arbitration Program (or Milwaukee Bar Association) to resolve the dispute. Client is not required to agree to binding arbitration and may elect any other legal means to settle the dispute. If Client agrees to binding arbitration, the Firm must submit the dispute to binding arbitration within 30 days of receiving timely written notice of the dispute. Further, if the Firm does not refund an unearned fee, Client may file a claim with the Wisconsin Lawyers' Fund for Client Protection (c/o State Bar of Wisconsin, P.O. Box 7158, Madison, WI 53707-7158) in order to recover the unearned fee.

#### **6. Client Responsibilities.**

The Client agrees to cooperate fully with the Firm and to provide promptly to the Firm all relevant information known or available to the client during the course of our engagement. In order for a lawyer-client relationship to work effectively, the Client must be truthful in all discussions with us, even if, and especially when, they think the information is hurtful to the Client's interest. We need to have all information in a timely manner. If we are missing part of the picture, we cannot represent you effectively. Client agrees to appear at all legal proceedings when the Firm deems it necessary, and generally to use the Clients best efforts to cooperate fully with the Firm in all matters related to the preparation and presentation of the Client's claims.

#### **7. Liens.**

The Client acknowledges that the Firm has an attorney lien on any and all claims that are the subject of the Firm's representation under this Agreement. The attorney lien will be for any sums owing to Firm for any unpaid costs, or attorney's fees, at the conclusion of the claim, case or matter. The lien will attach to any recovery Client may obtain, whether by arbitration award, judgment, settlement or otherwise. An effect of such a lien is that Firm may be able to compel payment of fees and costs from any such funds recovered on behalf of Client even if Attorney has been discharged before the end of the case. The lien will exist and attach to any recovery only for costs already advanced by Firm and for the reasonable value of legal services rendered in connection with the Matter based on the Firm's hourly rates of \$250 to \$300 for attorneys and \$120 for work performed by paralegals, legal assistants or law clerks.

#### **8. Document Retention.**

During the course of the engagement, the firm shall maintain a file on your behalf that will include both documents and electronically stored information ("the file"). Following the termination of our engagement, any otherwise nonpublic information

supplied to me, which is retained, will be kept confidential in accordance with applicable rules of professional conduct. At your request, all papers and property will be returned promptly upon receipt of payment for outstanding fees and costs. The firm will retain the firm's files, including work product pertaining to any matter worked on for you. For various reasons, including the minimization of unnecessary storage expenses, I reserve the right to destroy or otherwise dispose of any such documents or other materials retained by me within a reasonable time after the termination of the engagement.

**9. Predictability of Results.**

The results, and the time required to obtain such results in each case or matter will depend on many uncertain factors. Therefore, we are unable to guarantee or even predict with any degree of certainty the result in any matter or that you will prevail in the Matter. We do, however, look forward to representing your interests vigorously toward a successful resolution in matters that our counsel is sought.

**10. Conflicts.**

As we have discussed, you are aware that we represent many other companies and individuals. You agree that, during the term of this engagement, we may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to our work for you. You also agree that, following the conclusion of this engagement, we may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to our work for you even if the interests of such clients in those other matters are directly adverse.

**11. Limited Liability Nature of Firm.**

The Firm is a service corporation under the laws of Wisconsin. The Firm is responsible for professional liabilities incurred by its attorneys. Each attorney also may be personally liable for any acts, errors, or omissions arising out of the performance of professional services. The firm maintains professional liability insurance as required by the Rules of Professional Conduct of the Wisconsin Supreme Court.

We agree, however, that your prospective consent contained in the preceding sentences shall not apply in any instance where, as a result of our engagement with you, we have obtained proprietary or other confidential information of a nonpublic nature, that, if known to such other client, could be used in any such other matter by such client to your material disadvantage.

**12. Entire Agreement; Modifications; and Severability.**

This Agreement contains the entire agreement of the parties in relation to the Matter. No other agreement, statement or promise on or before the date this Agreement is executed by the Client shall be binding on the parties.

This Agreement may only be modified by subsequent written agreement, accepted and

agreed to by, in writing, by the parties.

If any provision of this Agreement is held in whole or in part to be unenforceable for any reason under Wisconsin law, the remainder of that provision and the entire Agreement will be severable and remain in effect. Any provision of this Agreement held in whole or in part to be unenforceable for any reason under Wisconsin law may be modified to comply with Wisconsin law or applicable laws by a court or body of competent jurisdiction.

**13. Governing Law.**

This Agreement shall be governed and construed in accordance with the laws of Wisconsin and the rules of the Wisconsin Supreme Court. In the event that you have any questions or comments about our bills or services, we request that you advise us thereof promptly. It is our goal that you be fully satisfied with our services as well as the cost thereof.

If this letter correctly sets forth your understanding of our agreement, and any questions you might have concerning the same have been answered to your satisfaction, please sign and return a copy of this letter and maintain a copy for your own records. We look forward to working with you and appreciate the opportunity to be of service.

Very Truly Yours,

**OVB Law & Consulting, S.C.**

/s/

Samantha H. Baker, JD  
*Attorney*

[Signature Page to Follow]

Agreed to and accepted by the client:

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By: Joseph Walker  
Joseph Walker

Date: 9-14-23

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